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18 TARI LABS, LLC

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

TARI LABS, LLC,

Plaintiff,

v.

LIGHTNING LABS, INC.,

Defendant.

Case No. 3:22-cv-07789-WHO

**DECLARATION OF J. NOAH HAGEY  
IN SUPPORT OF PLAINTIFF'S EX  
PARTE APPLICATION FOR  
TEMPORARY RESTRAINING ORDER  
TO PRESERVE THE STATUS QUO AND  
MOTION FOR PRELIMINARY  
INJUNCTION**

Date:

Time:

Judge:

Courtroom:

Hon. William H. Orrick

Via Zoom videoconference

1 I, J. Noah Hagey, declare:

2 1. I am an attorney licensed to practice before this Court and am counsel of record for  
3 Plaintiff Tari Labs, LLC (“Tari”). I make this declaration based on personal knowledge and if  
4 called upon to testify, I could and would testify competently thereto.

5 2. Attached as **Exhibit 1** is a true and correct copy of a cease-and-desist letter from  
6 Tari to Lightning Labs dated September 12, 2022.

7 3. Attached as **Exhibit 2** is a true and correct copy of a letter from counsel for  
8 Lightning Labs to Tari dated September 27, 2022.

9 4. On December 8, 2022, after being retained as counsel by Tari, I spoke by telephone  
10 with counsel for Defendant Lightning Labs to explore alternatives to litigation. The call was  
11 unsuccessful at reaching a resolution. Later the same day, Tari filed its Complaint in this action.

12 5. On December 9, 2022, I sent a copy of Tari’s Complaint to Lightning Labs’ counsel  
13 via email.

14 6. On December 12, 2022, Lightning Labs’ counsel requested an extension of time to  
15 respond to the complaint. In our response, a true and correct copy is attached hereto as **Exhibit 3**,  
16 we conveyed Tari’s alarm at Lightning Labs’ use of the infringing TARO mark and agreed to a  
17 limited extension, January 24, 2023, to which counsel for Lightning Labs agreed.

18 7. On January 19, 2023, Lightning Labs requested another extension of time to respond  
19 due to a change in counsel. In our response, we again requested that Lightning cease its  
20 infringement. Attached as **Exhibit 4** is a true and correct copy of this correspondence.

21 8. On February 21, 2023, I notified counsel for Defendant via email that Tari would  
22 be filing an *ex parte* motion that day to preserve the *status quo* pending a hearing on a motion for  
23 preliminary injunction. I attached to the email a copy of the proposed order our client would be  
24 seeking and asked if Defendant would negotiate a stipulated interim injunction. Attached as  
25 **Exhibit 5** is a true and correct copy of that email. The parties met and conferred regarding the  
26 requested relief that day. Defendant’s counsel indicated that Defendant was unlikely to agree to  
27 any interim injunction to refrain from launching or releasing TARO, but would reserve rights upon  
28 review of Tari’s motion. Later that day, I provided Defendant’s counsel with examples of recent

1 public announcement of plans by Defendant regarding the launch of TARO. I again offered to meet  
2 and confer once Defendant has received the full briefing. Attached as **Exhibit 6** is a true and  
3 correct copy of that email.

4 I declare under penalty of perjury under the laws of the United States that the foregoing is  
5 true and correct.

6  
7 Dated: February 21, 2023

By: 

J. Noah Hagey